

**CONCESSIONS AGREEMENT  
AMENDMENT No. 3**

THIS AMENDMENT NO. 3 ("Amendment"), made and entered as of April 8, 2010, hereby amends that certain CONCESSIONS AGREEMENT dated December 27, 2004, as amended on August 23, 2006, and on December 15, 2008, ("Agreement") by and between the Smithsonian Institution ("Smithsonian"), an educational, non-profit, trust instrumentality established by the Congress of the United States in 1846 (20 U.S.C. 41 et seq.), having its principal offices at 1000 Jefferson Drive, S.W. Washington, D.C. 20560, by and on behalf of Smithsonian Enterprises (formerly known as Smithsonian Business Ventures), with offices located at 600 Maryland Avenue SW Suite 6001, Washington, D.C. 20024, and Restaurant Associates, Inc. (an independent "Contractor"), a New York corporation having its principal office at 330 Fifth Avenue, New York, NY 10001 as follows:

WHEREAS, the Parties desire to update the Agreement to reflect current practices with respect to Payment Card Industry Data Security;

WHEREAS, the Agreement requires Contractor to operate outdoor carts at several locations, including the National Museum of American History, the National Museum of Natural History, and the Smithsonian Institution Building to sell items as hot dogs, beverages, and chips;

WHEREAS, Smithsonian desires to offer its patrons a greater variety of healthy items from carts;

WHEREAS, Smithsonian desires to improve the reach and flexibility of cart service to respond to seasonal demands, events, and special museum programs; and

WHEREAS, Contractor has identified contractor with which it desires to work to achieve these goal;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follow:

1. Section 13 (Health, Safety, and Security of Patrons and Employees) shall be amended by adding the following text as subsection d:

d. Data Security.

i. Safeguarding personally identifiable information ("PII"), including credit card information, collected or possessed by Contractor in the course of this Agreement, and preventing its disclosure are essential. The physical and logical design of Contractor's information technology network, procurement of the network elements and the ongoing configuration and maintenance of the network shall be the responsibility of Contractor. The security of the network is of paramount importance and should prevent unauthorized access, loss, or modification of Smithsonian data and PII.

ii. Contractor shall establish and use its own merchant account at its credit card processing bank. Contractor acknowledges that it is responsible for the security of the card holder data that it processes in the course of this Agreement. Contractor shall meet the most stringent Payment Card Industry ("PCI") Data Security Standards applicable to a merchant or service provider of its size. Contractor will provide Smithsonian with its current certificates of compliance. Contractor will inform Smithsonian of any changes to its PCI compliance status and, upon request, provided updated certificates of compliance.

iii. Contractor shall immediately report to Smithsonian any incident that results in unauthorized access, loss or modification of Smithsonian data or PII collected or stored in the course of this Agreement or denial of service affecting the availability of such data.

iv. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Smithsonian data or PII, Contractor shall afford Smithsonian access to Contractor' facilities, installations, technical capabilities, operations, documentation, records, and databases.

v. If new or unanticipated threats or hazards are discovered by either Smithsonian or Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

2. Section 1. D (Facilities, Outside Carts) of Appendix B (Facility-Specific Conditions Applicable to the National Museum of American History) shall be deleted in its entirety.

3. Section 1.C. (Facilities, Outside Carts) of Appendix D (Facility-Specific Conditions Applicable to the Smithsonian Institution Building) shall be deleted in its entirety.

4. The attached Appendix H dated October 13, 2009, will govern sales for outdoor carts at the National Museum of American History, the Smithsonian Institution Building, and the Hirshhorn Museum and Sculpture Garden.

5. This Amendment shall become effective as of the last signature below.

6. The Agreement, including this amendment, constitutes the entire legal agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by this amended Agreement.

Amendment 3 signature page

ACCEPTED AND AGREED by the authorized representative of the parties on the dates shown below.

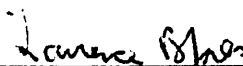
SMITHSONIAN INSTITUTION  
Smithsonian Enterprises



Peter Gibbons  
Director, Retail

April 14, 2010  
Date

RESTAURANT ASSOCIATES, INC.



Laurence B. Jones  
Vice President and Secretary

April 27, 2010  
Date

APPENDIX H  
Facility-Specific Conditions Applicable to  
Outdoor Carts at the National Museum of American History, the Smithsonian  
Institution Building ("the Castle"), and the Hirshhorn Museum and Sculpture  
Garden

1. Facilities Covered. Contractor shall operate outdoor carts at the National Museum of American History, the Smithsonian Institution Building, the Hirshhorn Museum and Sculpture Garden, and additional locations identified by Smithsonian, serving a variety of food and beverages. (Outdoor carts at the National Museum of Natural History shall continue to be operated pursuant to Appendix C.)
2. Hours of Operation, Number, Placement. Seasonal dates of operation, number, and placement of the carts must be approved by Smithsonian in advance. Contractor may propose weekly adjustments to the number of carts, locations, and hours.
3. Concession Fee. Contractor will include cart revenue in Adjusted Gross Receipts at each museum location and pay Smithsonian the Concession Fee due under each facility-specific appendix. Smithsonian will pay Contractor a fee, for the term of this Appendix H only.  
Ex 4 of SD 807  
Ex 4 of SD 807
4. Staff Discount. Staff and member discounts will not be available at the carts.
5. Approved Subcontractor. Contractor may subcontract for these services, but only with a subcontractor approved by the Smithsonian. The current approved subcontractor is Home Slice LLC, operating as "On the Fly." At any time, Smithsonian may revoke this approval and require Contractor to operate the carts itself.
6. Compliance. Contractor shall ensure that its approved subcontractor complies with all the terms of the Agreement, as amended. Notwithstanding the foregoing, Contractor shall be solely responsible for making payment to Smithsonian.
7. Start Up Costs and Investment. Contractor or its approved subcontractor shall be responsible for the costs of all equipment and supplies necessary for the operation of the carts.
8. Promotions. In recognition that the carts are often a visitor's first interaction with the Smithsonian, cart personnel will be required to be knowledgeable about the location of Smithsonian's information desks and Contractor's amenities, and will, upon Smithsonian's request, distribute information materials to visitors (whether or not they make a purchase).
9. Term. The cart operations covered under the Appendix H will begin September 24, 2008, and end December 31, 2009.